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#### Benefits will be continued as follows:

- If the inpatient confinement lasts less than 30 days, the period of Disability will cease when you are no longer confined.
- If the inpatient confinement lasts 30 days or more, the period of Disability may continue until 90 days after the date you have not been continuously so confined.

## **Exclusions**

LTD payments will not be made for absences due to Medical Conditions that are:

- Intentionally self-inflicted injuries (while sane or insane);
- Due to the commission of, or attempt to commit, a criminal act;
- Caused while driving an automobile while intoxicated ("intoxicated" means the blood alcohol level of the driver of the automobile meets or exceeds the level at which intoxication would be presumed under state law);
- Due to declared or undeclared war or any act of war;
- Result of active participation in a riot; or
- Considered a Pre-existing Condition.

### Aetna will not pay benefits during any period of incarceration.

## Pre-exit additions

You are considered to e-existing Condition if your medical leave of absence begins within 12 months following your effective date of coverage, and during the three months before your effective date of coverage:

- It was diagnosed or treated;
- See he diagnosis or treatment of the disease or Injury; or
- You took drugs a medicinal prescribed or recommended by a Physician for that condition.

## Claims

#### Filing a Claim

When you are nearing the end of the 180-day Elimination Period, you will receive a package from Hewitt Associates with a claim form to be completed by you and your Physician. If you do not receive a package by the time you reach your fifth consecutive month of Disability, call the Associate Service Center at (800) 288-6353. To file an initial claim, complete the claim form and submit it directly to Aetna as noted in the information provided. You may designate, in writing, an authorized representative to act on your behalf in pursuing your claim for LTD payments.

Claims should be filed as soon as possible after you become disabled, as defined in this SPD, but no later than 12 months after the date you become disabled.

This time limit will not apply during any period you lack the legal capacity to provide proof of claim.

Mail your claim to:

Aetna P.O. Box 14554 Lexington, KY 40512

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If your coverage under the Child Life Insurance plan ends, you may convert your coverage to a whole life policy. If your coverage ends because you leave the Company, you may port your coverage. However, you must call the Associate Service Center requesting an application and must return the completed form to Aetna within 30 days of the end of your coverage. For more information, refer to the "Conversion and Portability" section.

## **Additional Benefits**

#### **Accelerated Death Benefit**

If you, your spouse or your Dependent child become terminally ill and are covered under the Plan, you may apply to receive an Accelerated Death Benefit ("ADB") of up to 50% of the amount of the life insurance coverage, excluding AD&D coverage, up to a maximum of \$500,000. The ADB will be paid in a lump sum, one time only. Premium payments must continue to be paid on the full amount of the life insurance unless you qualify to have the life premium waived.

You or your Dependent's right to exercise this option and to receive payment is subject to the following:

- · You request this election in writing, on a form acceptable to Aetna;
- You (or your spouse or child) are terminally ill at the time of payment of the ADB;
- A currently licensed United States Physician certifies, in writing, that the covered individual is terminally ill and her/his life expectancy is less than 12 months; and
- The doctor's certification is satisfactory to Aetna.

The ADB is available to you on a voluntary basis. Any ADB benefit paid to you (or your spouse or child) is exempt from any legal or equitable process for your debts or the debts of your spouse, and you will not be required to request an ADB in order to satisfy claims of creditors.

An election to receive an ADB will have the following affect on other benefits:

- The death benefit payable will be reduced by any amount of ADB that has been paid;
- Any amount of life insurance that would be continued under a Disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the ADB paid.

To apply for an Accelerated Death Benefit, call the Associate Service Center at (800) 288-6353:

#### **Premium Waiver**

If you become totally and Permanently Disabled, your Supplemental Life Insurance plan may be continued and your premiums waived while you are Totally Disabled. To apply for this waiver, you must be less than 60 years of age and you must be disabled for at least 9 months but no more than 21 months. Benefits are not payable if the death occurs on or after age 65. For more information, contact the Associate Service Center at (800) 288-6353.

# **Beneficiary Designation**

You should name a Beneficiary, or Beneficiaries, for your death benefits under the Life Insurance Plan(s) when you enroll, even if you do not elect optional Life Insurance coverage(s). You may change your Beneficiary(s) at any time. New Beneficiary designations will be effective as of the date you update your enrollment. However, if Aetna has taken any action or made any payment before a change is received, the change will not go into effect.

For Spousal Life, Child Life and Accidental Death & Dismemberment, you (the Associate) are the Beneficiary.

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- Suicide or attempted suicide (while sane or insane)
- An intentionally self-inflicted Injury
- · A war or any act of war (declared or not declared)
- Voluntary inhalation of poisonous gases
- Commission of or attempt to commit a criminal act
- The use of alcohol, intoxicants, or drugs, except as prescribed by a Physician. An accident in which the blood
  alcohol level of the operator of a motor vehicle meets or exceeds the level at which intoxication would be presumed
  under the state law of where the accident occurred shall be deemed to be caused by the use of the alcohol.
- Intended or accidental contact with nuclear or atomic energy by explosion and/or release
- Air or space travel (does not apply if a person is a passenger, with no duties at all, on an aircraft being used only to carry passengers with or without cargo)
- \* These do not apply if the loss is caused by:
- · An infection which results directly from the Injury
- Surgery needed because of the Injury

# Spousal Life Benefits

If elected, the Spousal Life Insurance plan provides a benefit to you in the event of your spouse's death.

Coverage for your spouse is:

- \$10,000, or
- \$25,000, then
- Increments of \$25,000, up to \$500,000.

Note: You may not elect coverage for your spouse that is more than 100% of your basic plus supplemental coverage amount.

The Spousal Life Insurance plan also provides an Accelerated Death Benefit. For more information, refer to the "Additional Benefits" section of this SPD.

If your coverage under the Spousal Life Insurance plan ends, you may convert your coverage to a whole life policy. If your coverage ends because you leave the Company, you may port your coverage. However, you must call the Associate Service Center requesting an application and must return the completed form to Aetna within 30 days of the end of your coverage. For more information, refer to the "Conversion and Portability" section.

## **Child Life Benefits**

If elected, the Child Life Insurance plan provides a benefit to you in the event of your Dependent's death.

Coverage for your child is:

- \$10,000 per covered child for Full-time Associates; or
- \$5,000 per covered child for Part-time Associates.

The Child Life Insurance plan also provides an Accelerated Death Benefit. For more information, refer to the "Additional Benefits" section of this SPD.

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### **Educational Benefit**

#### Child Benefit

If your death occurs solely and as a direct result of a covered accident, Aetna will pay an additional educational benefit on behalf of each Dependent child until the earliest to occur of the following:

- Four years from the date of your death;
- The date the Dependent no longer qualifies as a Dependent child as defined;
- The date that satisfactory proof of Dependent status is not provided to Aetna within 30 days of request; or
- Discontinuance of the group policy.

A Dependent child is eligible for the Education Benefit if the Dependent is:

- Your biological child, Adopted Child, stepchild, or any other child you support that lives with you in a parent-child relationship; and is
- Attending school, up to and including the 12th grade of high school; or
- Is under the age of 23, and attending college or a trade school on a regular basis at the time of your death or enrolls
  in college or trade school within 365 days of your death.

The educational benefit for each child will be equal to 5% of your AD&D benefit (in effect at the time of the accident) not to exceed a maximum of \$5,000 each year for up to four years. The benefit is payable annually for a maximum of four consecutive annual payments, provided that Aetna receives written proof that the Dependent child is attending school on a regular basis.

#### Spouse Benefit

An educational benefit will be paid to your surviving spouse for costs incurred, as a result of your death, toward employment training if your spouse has enrolled for the purpose of obtaining or supplementing an independent source of income. Written proof of enrollment must be received by Aetna within 365 days of your death.

The benefit will be paid until the earliest to occur of the following:

- Four years from the date of your death;
- The date that satisfactory proof of Dependent status is not provided to Aetna within 30 days of request; or
- Discontinuance of the group policy.

The educational benefit for your surviving spouse will be equal to 5% of your AD&D benefit (in effect at the time of the accident) not to exceed a maximum of \$5,000 each year for up to four years. The benefit is payable annually for a maximum of four consecutive annual payments, provided that Aetna receives written proof that your spouse is enrolled in an employment training program.

### Repatriation of Remains Benefit

This Plan pays a repatriation of remains benefit for the preparation and transportation of a person's body to a mortuary if, as a direct result of an accident for which an AD&D benefit is payable, he or she suffers loss of life while outside a 200 mile radius from his or her principal place of residence. The maximum amount payable under this benefit is \$5,000.

#### **Accidental Death and Dismemberment Exclusions**

AD&D benefits are not paid for death or loss caused or contributed by:

- A bodily or mental infirmity
- A disease, ptomaine (food poisoning), or bacterial infection\*
- Medical or surgical treatment\*

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Definitions for losses covered by Accidental Death and Dismemberment:

- Loss of Hand Actual severance at or above the wrist joint
- Loss of Foot Actual severance at or above the ankle joint
- Loss of Sight Irrecoverable and complete loss of sight in the eye
- Loss of Thumb and Index Finger Actual severance through or above the metacarpophalangeal joint of both digits
- Loss of Speech Total and permanent loss of speech (loss will be deemed permanent if present for 12 consecutive months or stated otherwise by an attending Physician)
- Loss of Hearing Total and permanent loss of hearing (loss will be deemed permanent if present for 12 consecutive months or stated otherwise by an attending Physician)
- Quadriplegia Entire and irrecoverable paralysis of both upper and lower limbs
- Paraplegia Entire and irrecoverable paralysis of both lower limbs
- Hemiplegia Entire and irrecoverable paralysis of the upper and lower limbs on one side of the body
- Uniplegia Entire and irrecoverable paralysis of one limb

Accidental Death & Dismemberment insurance offers a number of special benefits described below.

#### Coma Benefit

If, while insured, you suffer a bodily Injury caused by an accident and if, within 30 days after the accident, you become comatose solely and as a direct result of the accident, Aetna will pay a monthly benefit provided you are continuously comatose for at least 30 days. The monthly benefit will equal 5% of your full coverage amount for 11 months (so long as the coma still continues), with the balance payable after 12 months of continuous coma.

Proof that you are comatose must be submitted to Aetna within 60 days of the date you become comatose. Aetna may request proof of the continuation of the coma, but will not request proof more than twice in a 12-month period.

The first monthly benefit will be paid on the first day of the month following the date you have been continually comatose for at least 30 days. If the monthly payments are less than \$20 each, the payments will be paid in a lump sum on the first day of the month following the date you have been continually comatose for 12 months.

### Passenger Restraint Benefit

If your death occurs as a direct result of an accident involving a motor vehicle while you are an occupant of the motor vehicle, you were properly using a passenger restraint, and the driver has, at the time of the accident, a valid driver's license, Aetna will pay an additional AD&D benefit to a maximum of \$10,000. Verification of the actual use of the passenger restraint at the time of loss is required through an official report of the accident or certified, in writing, by the investigating officer.

## Airbag Benefit

For losses described under the passenger restraint benefit, an additional benefit amount of \$5,000 for AD&D is payable if an airbag is also activated for the seat in which you were riding. Verification of the actual activation of the airbag at the time of the loss is required through an official report of the accident or certified, in writing, by the investigating officer. Note: No airbag benefit will be payable unless a passenger restraint benefit is paid.

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## **Associate Supplemental Life Benefits**

If elected, the Supplemental Life Insurance plan provides an additional benefit to the basic life benefit for your Beneficiary in the event of your death. Supplemental life coverage is equal to one, two, three or four times your annual salary. If your salary is not an increment of \$1,000, your life insurance coverage will be rounded up to the next \$1,000. The minimum coverage amount is \$10,000 and the maximum is \$1 million. Refer to the "Beneficiary" section for more information about your Beneficiary designation.

The Supplemental Life Insurance plan also provides an Accelerated Death Benefit and a Premium Waiver benefit. For more information, refer to the "Additional Benefits" section of this SPD.

If your coverage under the Supplemental Life Insurance plan ends, you may convert your coverage to a whole life policy. If your coverage ends because you leave the Company, you may port your coverage. However, you must call the Associate Service Center requesting an application and must return the completed form to Aetna within 30 days of the end of your coverage. For more information, refer to the "Conversion and Portability" section.

## Accidental Death and Dismemberment Benefits

If elected, the Accide memberment (AD&D) plan provides a benefit in the event you experience a body, injury or deaf within 36c cident. If Aetha approves your claim, payment will be based on the covered losses and listed below. Atherm a coverage amount is \$10,000 and the maximum is \$400,000.

Are covered by the Plan the hanefit will only be paid if death or bodily Injury results in one or more of the covered passes listed below will be a the accident.

| COVERED LCs   | AMOUNT OF BENEFIT PAYMENT |  |
|---|---------------------------|--|
|   | 100% of elected coverage  |  |
| Bota riands, both feet or sight in both eyes 100% of elected of |                           |  |
| Speech and hearing  | 100% of elected coverage  |  |
| One hand or one foot 50% of elected covera                      |                           |  |
| Sight of one eye 50% of elected coverage                        |                           |  |
| Speech or hearing   | 50% of elected coverage   |  |
| Thumb and index finger of same hand                             | 25% of elected coverage   |  |

Aetna will also pay a benefit if, while insured, you suffer a bodily Injury in an accident and if, within 30 days after the accident and as a direct result of the Injury, you are stricken with one of the following forms of paralysis.

| Covered Loss             | AMOUNT OF BENEFIT PAYMENT |
|--------------------------|---------------------------|
| Quadriplegia             | 100% of elected coverage  |
| Paraplegia or hemiplegia | 50% of elected coverage   |
| Uniplegia                | 25% of elected coverage   |

The most Aetna will pay for any combination of covered losses from any one accident is 100% of your elected coverage, not including benefits for special covered losses.

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### Benefit Base Rate (BBR)

The Benefit Base Rate is an approximation of your annual Earnings. If you experience a change in your rate of pay, the revised amount will be reflected the first of the following month. If you change your employment status, your annual Earnings definition will change on the effective date of the status change.

| TYPE OF ASSOCIATE BENEFIT BASE RATE (not to exceed \$500,000) |                             |  |
|---|-----------------------------|--|
| Salaried Associates   | Base annual salary          |  |
| Hourly Associates   | Current hourly rate x 2,080 |  |

## Insurance Age

Your insurance age is your age as of your birthday. For example, if you turn age 45 on October 1, your insurance age will update on October 1 to 45. Because your monthly premium rate is based on your insurance age, your payroll deductions will change each year that you move into a new age-band.

## **Age-band Rates**

Rates for Supplemental Life and Spousal Life are based on five-year age bands. Each band, or segment of five years, reflects the amount of risk for that age range. Use your insurance age to determine which age-band rate applies to you. For Spousal Life, use your spouse's age to determine which age-band applies. As you get older, your contributions may change because you will move into different age bands. Refer to the benefit rate tables posted on www.mycircuitcityhr.com for your age-band rate.

#### Other Rates

Refer to the benefit rate tables posted on www.mycircuitcityhr.com for your Associate contribution rate for Child Life and AD&D coverage.

#### Income Adjustment (Imputed Income)

The value of your Life Insurance coverage that exceeds \$50,000 may be considered taxable income. The Internal Revenue Service has established a value for coverage in excess of \$50,000, which is offset by your contributions. If the difference between the IRS established amount and your contributions exceeds zero, that amount must be added to your gross taxable income and will appear on your paycheck as 'Exc. Life' (for Excess Life). This is called an imputed income adjustment.

## Associate Basic Life Benefits

You are automatically enrolled in the Basic Life Insurance plan at no cost to you. Basic life insurance provides a benefit to your Beneficiary in an amount equal to one times your annual salary in the event of your death. The minimum coverage amount is \$10,000 and the maximum is \$500,000. Refer to the "Beneficiary" section for more information about your Beneficiary designation.

The Basic Life Insurance plan also provides an Accelerated Death Benefit. For more information, refer to the "Additional Benefits" section of this SPD.

If your coverage under the Basic Life Insurance plan ends, you may convert or port your coverage to a whole life policy. However, you must call the Associate Service Center requesting an application and must return the completed form to Aetna within 30 days of the end of your coverage. For more information, refer to the "Conversion and Portability" section.

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# **Coverage Amount**

You may elect coverage at any of the applicable levels listed below. Your premium contributions will be adjusted as your Benefit Base Rate and age-band change. You must be Actively at Work for coverage or increases in coverage to become effective. Certain restrictions and maximum coverage amounts apply.

| PLAN P. C. | COVERAGE AMOUNT (rounded to the nearest thousand)                  | COVERAGE<br>MAXIMUM     | COVERAGE PREMIUM                                       |  |
|--|--|-------------------------|--|--|
| Associate Basic Life Full-time Associates      | 1X Benefit Base Rate (BBR)   | \$500,000               | Fully paid by the Company                              |  |
| Part-time Associates                           | \$10,000 Flat Rate   | \$10,000                | , paid by the company                                  |  |
| Associate Supplemental<br>Life                 |  |                         | Rate per \$1,000 of coverage based                     |  |
| Full-time Associates Part-time Associates      | 1X, 2X, 3X or 4X BBR   | \$1,000,000<br>\$40,000 | on an age-band rate                                    |  |
| Spousal Life                                   |  |                         | Bata nos \$1 000 of coverage based                     |  |
| Full-time Associates Part-time Associates      | \$10,000, \$25,000 then \$25,000 increments up to coverage maximum | \$500,000<br>\$50,000   | Rate per \$1,000 of coverage based on an age-band rate |  |
| Child Life                                     |  |                         | Flat rate per Associate, regardless of                 |  |
| Full-time<br>Part-                             | \$10,000 per covered life<br>\$5,000 per covered life              |                         | number of covered children                             |  |
| Part-tima Associates                           | 1X 2X, 3X, 4X or 5X BBR  | \$400,000<br>\$40,000   | Rate per \$1,000 of coverage                           |  |

#### Gua.

A guaranteed issuit provide Evidence of Institute issue amount you will have to will be effective.

coverage for which you can apply during your initial eligibility period without having to Aetna. If the amount of coverage you are requesting exceeds the guarantee and receive approval from Aetna before the requested amount of coverage

If Aetna does not grant permission, you or your Dependents will be covered for the guarantee issue amount only.

| PLAN                                 | GUARANTEED ISSUE AMOUNT |  |  |
|--------------------------------------|-------------------------|--|--|
| Basic and Supplemental Life Combined | \$1,000,000             |  |  |
| Spousal Life                         | \$50,000                |  |  |
| Child Life                           | Up to policy maximum    |  |  |

## Calculating your Contributions

Contributions for optional Life Insurance(s) are deducted directly from your paycheck. Rates are subject to change and you will be notified of any changes. Your Benefit Base Rate, insurance age and age-band rates are used to determine the amount deducted from each paycheck. To determine the amount deducted from each paycheck, use the following:

(Coverage Amount/1,000) x age-band rate x 12

26 (number of paychecks per year)

Refer to the next three sections for more details about Benefit Base Rate, age-band rate and insurance age.

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#### Enrollment Restrictions

**Duplicate Spousal Life Coverage** 

- A \$50,000 guarantee issue applies for Spousal Life if you enroll during your initial eligibility period.
- If your spouse also works for the Company, he/she can be covered under the Spousal Life Plan and the Supplemental Life Plan, if desired.

#### Marriage Events

If you get married after your initial enrollment period and elect the Spousal Life Plan and you complete the on-line enrollment process within 30 days from the date of the marriage:

- Evidence of Insurability (EOI) is not required for your spouse, as long as the requested coverage is less than \$50,000.
- Coverage for your spouse will be effective on the first of the month following the date of your marriage.

If you request more than \$50,000 in Spousal Life coverage or if you enroll more than 30 days after the marriage event, you must provide EOI on your spouse and receive approval from the insurance carrier before the higher level will become effective. If the request for greater coverage is denied, the coverage level remains at \$50,000.

#### Other Events

You can enroll or increase coverage at any time during the year. However, any enrollment after your initial enrollment eligibility period will require EOI and approval from Aetna before coverage will be effective.

You may reduce or cancel your coverage under any of the Life Insurance Plan(s) at any time.

Aetna reserves the right to deny any request for coverage that is subject to EOL

## Child Life Eligibility

- All Regular Full-time Associates are eligible for coverage under this Plan on the first of the month after completing one calendar month of service.
- All Regular Part-time Associates are eligible for coverage under this Plan on the first of the month after completing one year of continuous service.

Special Note for Part-time Associates: If you do not work enough hours to pay for your bi-weekly deductions for two consecutive pay cycles, your coverage will be dropped.

### How and When to Enroll

- You may complete the on-line enrollment process at any time during the year
- Enrollment in Child Life does not require Evidence of Insurability (EOI)

### **Enrollment Restrictions**

If you gain children as a result of a marriage, you may cover them under the Child Life Plan.

You may reduce or cancel your coverage under any of the optional Life Insurance Plan(s) at any time.

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#### How and When to Enroll

- If you complete the on-line enrollment process within 30 days of hire, you may not be subject to Evidence of Insurability (EOI).
- If you complete the on-line enrollment process after 30 days of hire, you will be required to provide Evidence of Insurability (EOI).
- You are required to provide Evidence of Insurability (EOI)
  - If your initial enrollment is after your initial 30-day eligibility window;
  - You increase your supplemental life insurance coverage more than one level;
  - You increase your current coverage level above \$1,000,000 (Basic and Supplement Life combined); or
  - Any salary increase over \$50,000.

## **Accidental Death & Dismemberment Eligibility**

- All Regular Full-time Associates are eligible for coverage under this Plan on the first of the month after completing
  one calendar month of service.
- All Regular Part-time Associates are eligible for coverage under this Plan on the first of the month after completing
  one year of continuous service.

Special Note for Part-time Associates: If you do not work enough hours to pay for your bi-weekly deductions for two consecutive pay cycles, your coverage will be dropped.

#### How and When to Enroll

- You may complete the on-line enrollment process at any time during the year
- Enrollment in AD&D does not require Evidence of Insurability (EOI)

#### Spousal Life Eligibility

- All Regular Full-time Associates are eligible for coverage under this Plan on the first of the month after completing
  one calendar month of service.
- All Regular Part-time Associates are eligible for coverage under this Plan on the first of the month after completing
  one year of continuous service.

Special Note for Part-time Associates: If you do not work enough hours to pay for your bi-weekly deductions for two consecutive pay cycles, your coverage will be dropped:

Note: Domestic partners are not eligible for Spousal Life coverage.

#### How and When to Enroll

- If you complete the on-line enrollment process within 30 days of hire, you may not be subject to Evidence of Insurability (EOI).
- If you complete the on-line enrollment process after 30 days of hire, you will be required to provide Evidence of Insurability (EOI).
- You are required to provide Evidence of Insurability (EOI)
  - If your initial enrollment is after your initial 30-day eligibility window;
  - Any salary increase over \$50,000.

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## Life Insurance Plans

## **Aetna Life Insurance Plans**

Associate Service Center (800) 288-6353 www.aetna.com/group/circuitcity

The Company Life Insurance Plans are underwritten and administered by Aetna Life Insurance Company ("Aetna"). The Basic Life Insurance Plan provides benefits to your Beneficiaries in the event of your death. The Supplemental Life and Accidental Death and Dismemberment Plan provide additional benefits to your Beneficiaries in the event of your accidental death or Disability. The Spousal and Child Life Insurance Plans provide benefits to you in the event of your spouse's or covered Dependent's death.

Refer to Aetna's website at www.aetna.com/group/circuitcity for your Certificate of Coverage and for additional details about your coverage. Reviewing this information can help you determine the amount and type(s) of coverage you may need.

# **Eligibility and Enrollment**

## **Basic Life Eligibility**

- All Regular Full-time Associates are eligible for coverage under this Plan on the first of the month after completing one calendar month of service.
- All Regular Part-time Associates are eligible for coverage under this Plan on the first of the month after completing
  one year of continuous service.

You must be Actively at Work for coverage or increases in coverage to become effective.

#### How and When to Enroll

Enrollment is not necessary under this Plan. Associates are automatically enrolled when they become eligible. You may also choose to enroll in Supplemental Life Insurance, AD&D, Spousal Life and Child Life Insurance Plans at anytime.

#### Supplemental Life Eligibility

- All Regular Full-time Associates are eligible for coverage under this Plan on the first of the month after completing one calendar month of service.
- All Regular Part-time Associates are eligible for coverage under this Plan on the first of the month after completing one year of continuous service.

Special Note for Part-time Associates: If you do not work enough hours to pay for your bi-weekly deductions for two consecutive pay cycles, your coverage will be dropped.

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- You refuse to be examined by, or cooperate with, an independent Physician or a licensed or certified health practitioner;
- You cease to be under the regular care of a Physician;
- An independent medical exam report or functional capacity evaluation fails to confirm your Disability;
- You are at the end of the maximum benefit period;
- You are not undergoing effective treatment for alcoholism or drug abuse, if your Disability is caused to any extent by alcoholism or drug abuse;
- You refuse to cooperate with or accept changes made to a work site or job process or adaptive equipment or
  devices designed to suit your identified medical limitations, which would enable you to perform your own occupation
  or a reasonable occupation;
- You refuse to receive treatment recommended by your attending Physician that would cure, correct or limit your Disability;
- You refuse to return to work, or increase the number of hours that you work, or the number or type of duties you
  perform in your own occupation when your condition would permit; or
- You die.

## When Coverage Ends

Coverage under the LTD Plan will end on the earliest of the following:

- The date the Plan is terminated;
- The date you cease to be an eligible Associate;
- The last day of the month after you request termination of coverage;
- · The date your employment with the Company ends; or
- Your last day worked when you take a personal leave of absence.

Coverage ends your last day worked.

# **Continuation of Coverage**

#### **During a Leave of Absence**

You may not continue LTD coverage during a personal leave of absence. Coverage will terminate on the last day worked.

Associates on a medical leave may continue coverage (see below), or may cancel coverage at any time. Cancellation takes effect the date you request the cancellation. If LTD coverage is cancelled or terminated, you must complete the online enrollment process after returning to work and will be subject to Evidence of Insurability (EOI).

## **Continued Coverage during Short Term Disability**

You may continue LTD coverage during a short term disability (STD) leave as long as you continue to be eligible. Refer to the Associate Leave Standard Operating Policy for more information.

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### Filing an Appeal

You have the right to appeal any denied claim. You may authorize, in writing, a representative to act on your behalf in pursuing your claim or appeal. Your appeal should include the following:

- The claim number and policy number (on notice of denial)
- The name, address and telephone number of the person requesting a review
- The name and Social Security number of the Associate who was enrolled in the Plan
- Statement of opinion as to why the denial was improper
- Any new and/or additional information that may be deemed critical in changing Aetna's decision

You must submit your appeal within 180 days from receipt of the denial, or you waive your right to request a review of the denied claim.

Mail your appeal to:

Aetna P.O. Box 14554 Lexington, KY 40512

Refer to the "Claims" section at the beginning of this booklet for additional information about denied claims and what to expect from the Plan.

## Claims and Appeals Review

Aetna will review your claim and make a decision within the allowable time frame listed below.

- Aetna will notify you within 45 days of any denial or send a written notice for a 30-day extension.
- Aetna will notify you within the 30-day extension period if a second extension is needed (for a possible extension of up to 60 days).
- If any extension is needed due to lack of information from you, you will have 45 days from receipt of notice to
  provide the information, and Aetna's time for making a decision will be extended for 45 days, or, if shorter, the
  period of time it takes you to submit the additional information.
- You will have 180 days following receipt of a denial to request an appeal.
- Aetna must make a decision on the appeal within 45 days or send written notice for a 45-day extension.

### Payment of Claims

LTD payments are made monthly once the claim is submitted to Aetna and it reviews and approves the claim. Aetna reserves the right, at any time, to request that a Physician and/or vocational expert of its choice examine you to determine the extent of any Disability. In addition, Aetna requires you to supply, at your own expense, medical proof of your Disability with your initial claim. If your claim is approved, you may also need medical proof of Disability to continue eligibility for ongoing benefits.

## When Benefits End

LTD payments end when the earliest of the following occurs:

- You are no longer disabled under the terms of the Plan;
- You fail to submit proof of continued Disability as defined by the Plan;
- You withhold information that indicates you are performing, or are capable of performing, the duties of a reasonable occupation;

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It is important that you name a Beneficiary and keep your designation current. If more than one Beneficiary is named and you do not designate their order or share of payments, the Beneficiaries will share equally. The share of a Beneficiary who dies before you, or who is disqualified, will pass on to any surviving Beneficiaries in the order you designated.

If you do not name a Beneficiary, none of your Beneficiaries survive you, or a named Beneficiary is disqualified:

- Instead of making a death payment to your estate, Aetha has the right to make payment to surviving family members in the order listed below:
  - 1. Your surviving spouse;
  - 2. Your children;
  - 3. Your parents;
  - 4. Your sisters and/or brothers; or
  - 5. Your estate if none of the preceding applies.
- If your Beneficiary is a minor or, in Aetna's opinion, legally unable to give a valid release for payment of any life
  insurance benefit, the benefit will be payable to the guardian of the estate of the minor, or to the custodian under the
  Uniform Transfer to Minors Act, or an adult caretaker, when permitted under applicable state law.
- Aetna may pay up to \$1,000 of any other benefit to any of your relatives whom it believes are fairly entitled to it. This
  can be done if the benefit is payable to you and you are a minor or not able to give a valid release. It can also be
  done if a benefit is payable to your estate.

Aetna provides the Beneficiary Solutions<sup>sm</sup> service to assist Beneficiaries in handling important decisions (includes financial counseling, investment services, legal information and discounts, etc.). For more information, go to www.aetna.com/group/circuitcity.

## **Assignment of Life Insurance**

You may assign ownership of your life insurance benefit to another party, usually your trust. This assignment will include your right to the conversion privilege and to change your Beneficiary. Since this assignment is irrevocable, it is important to consult with your financial advisor prior to making an assignment.

If you want to assign ownership of your benefit, call the Associate Service Center at (800) 288-6353.

## **Claims**

## Filing a Claim

The Associate Service Center must be contacted to initiate the claim process. The Associate Service Center will then mail a claim form to complete. Once completed, it must be mailed along with proof of the death or Injury to Aetna's address on the form.

Claims, with written notice and proof of claim should be filed no later than 90 days after the date of the loss. Examples of proof of claim include a death certificate, a Medical Certification and/or other proof as required by Aetna.

If it is not possible, through no fault of your own, to meet the deadline for filing a claim, your claim will still be accepted if you file as soon as possible. Unless you are legally incapacitated, late claims will not be covered if they are filed more than one year after the deadline.

in the event of the death of your spouse or Dependent child, or if you suffer a dismemberment loss, call the Associate Service Center at (800) 288-6353 to initiate the claim process.

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